

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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NGOZI A. JORDAN,

Plaintiff,

C.A. No: 08-Civ-4922

v.

CITICORP CREDIT SERVICES, INC., WEST
ASSET MANAGEMENT, TRANSUNION,
EXPERIAN, and EQUIFAX,

Defendants.
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**ANSWER OF DEFENDANT,
TRANS UNION LLC**

Trans Union LLC (“Trans Union”), improperly pled as Transunion, Answers Plaintiff’s
Complaint as follows:

INTRODUCTION

1. Trans Union denies violating the Fair Credit Reporting Act, 15 U.S.C. §1681 *et seq.* (the “FCRA”), or defaming Plaintiff, or intentionally inflicting emotional distress, as alleged in paragraph 1 of the Complaint. No claim under the Fair Debt Collection Practices Act, 15 U.S.C. §1692 *et seq.* is made against defendant Trans Union. Trans Union further denies causing Plaintiff harm for which he is entitled to relief, and denies that Plaintiff is entitled to declaratory relief from Trans Union.

JURISDICTION AND VENUE

2. Admits the allegations of paragraph 2 of the Complaint, except denies “the conduct complained of” to the extent this alleges that Trans Union violated any law.

PARTIES

3. Admits the allegations of paragraph 3 of the Complaint.

4-5; 7. No responsive pleading required for allegations directed toward third parties, as alleged in paragraphs 4-5; 7-8 of the Complaint.

6. Denies the allegations of paragraph 6 of the Complaint, except admits Trans Union is a “consumer reporting agency” as defined by the FCRA and that Trans Union’s corporate headquarters is located at 555 W. Adams St., Chicago, IL 60661.

FACTUAL ALLEGATIONS

9-10 Denies the allegations of paragraphs 9-10 of the Complaint, except admits that Citibank furnished information to Trans Union respecting Plaintiff’s credit card, opened in 1990, that was charged-off as bad debt and closed in November 2006;

11-15; 20-22. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraphs 11-15; 20-22 of the Complaint, and further denies that Plaintiff did not owe Citibank money in 2007. Trans Union further denies that Plaintiff was denied a loan, or suffered other adverse action, or otherwise suffered harm, for which she is entitled to relief.

16-17. Denies the allegations of paragraphs 16-17 of the Complaint, except admits Trans Union received a dispute from Plaintiff the Citibank item in January 2008; and that Trans Union reinvestigated Plaintiff’s dispute in accordance with the FCRA and all applicable laws.

18-19; 23-25. Denies the allegations of paragraphs 18-19; 23-25 of the Complaint and further denies causing Plaintiff harm for which he is entitled to relief.

FIRST CLAIM

26-32 Repeats and realleges each and every response to paragraphs 1-25 as if set forth at length herein. No responsive pleading required for allegations against third parties, as alleged in

the First Claim, paragraphs 26-32 of the Complaint. To the extent such allegations are directed toward Defendant Trans Union, Trans Union denies the allegations.

SECOND, THIRD and FOURTH CLAIMS

33-62 Repeats and realleges each and every response to paragraphs 1-32 as if set forth at length herein. Denies the allegations of the Second, Third and Fourth Claims, paragraphs 33-62 of the Complaint.

WHEREFORE, Trans Union LLC demands judgment dismissing Plaintiff's complaint with prejudice, and awarding it such additional relief as the Court deems just and proper.

FIRST DEFENSE

The Complaint fails to state a claim for which relief may be granted.

SECOND DEFENSE

Trans Union has, at all material times with respect to Plaintiff, acted in good faith and complied fully with the Fair Credit Reporting Act, 15 U.S.C. §1681, *et seq.* ("FCRA") and relevant state laws.

THIRD DEFENSE

Based upon the averments upon which Plaintiff's claim is made, Trans Union is immune from suit under the FCRA.

FOURTH DEFENSE

Any harm suffered by Plaintiff was not caused by any act or omission of Trans Union.

FIFTH DEFENSE

Any harm suffered by Plaintiff was caused by Plaintiff's own conduct or the conduct of third parties over which Trans Union has no control or authority.

SIXTH DEFENSE

With respect to Plaintiff, Trans Union's conduct and the alleged communications were entirely privileged and/or true.

SEVENTH DEFENSE

The claims contained in Plaintiff's Complaint, which seek to recover punitive damages, violate the Constitution of the United States of America.

EIGHTH DEFENSE

Plaintiff's claims are barred by the applicable statutes of limitations.

WHEREFORE, Trans Union LLC demands judgment dismissing Plaintiff's complaint with prejudice, and awarding it such additional relief as the Court deems just and proper.

Respectfully submitted,

KOGAN, TRICHON & WERTHEIMER, P.C.

/s/ Timothy P. Creech

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Counsel for Defendant, Trans Union LLC

DATED: July 28, 2008

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CERTIFICATE OF SERVICE

TIMOTHY P. CREECH, Esq., hereby certifies that he caused a true and correct copy of
the foregoing Trans Union LLC's Answer to be sent on this date, *via* the Court's ECF Notice
System, to the following:

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/s/ Timothy P. Creech
TIMOTHY P. CREECH

DATED: July 28, 2008